

**AFFIDAVIT OF COMPLIANCE
WITH PUBLICATION AND
POSTING REQUIREMENTS**

**COMMONWEALTH
OF THE NORTHERN
MARIANA ISLANDS**

)
) ss **CASE NO.-97-0073**
)

I, ROY E. ALEXANDER, being first duly sworn, depose and state:

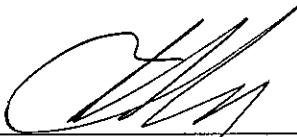
- 1) That I am employed by the Alexander Realty, and was appointed by the Court to provide publication, posting and auctioneer services pursuant to court order, with respect to real property described as:

Lot No. EA No. 222, situated in Papago, Saipan, Commonwealth of Northern Mariana Islands containing an area of 96,905 square meters, more or less, as more particularly described on Drawing/Cadastral Plat No. 2043/80, the original of which was registered with Land Registry as Document No. 10761, on the 18th day of September 1980.

- 2) That I am over the age of eighteen years and have personal knowledge of the facts set forth below.
- 3) That using 7 CMC Section 4204 (b), as guidance, I caused a Notice of Sale to be placed in the Marianas Variety on July 21 and 25, 2006 and Saipan Tribune on July 24 and 26, 2006. Attached hereto and marked as Exhibit "A1, A2, A3, A4, the copy of the newspaper publications.
- 4) That on July 20, 2006, I posted a copy of the "Notice of Sale" (attached as Exhibit "B") on a bulletin at the Superior Court Courthouse in satisfaction of requirements set out in 7 CMC Section 4204(b).

**EXHIBIT
"C"**

I declare under the penalty of perjury under the laws of the Commonwealth of the Northern Mariana Islands that the foregoing is true and correct.



ROY E. ALEXANDER, Auctioneer

**SAIPAN COMMONWEALTH OF THE)
NORTHERN MARIANA ISLANDS) ss: ACKNOWLEDGMENT**

On this 9th day of November, 2006, personally appeared before me, ROY E. ALEXANDER, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged the same as voluntary act for the purpose set forth herein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year written above.



Notary Public

**Maria Rita A. Maravilla
NOTARY PUBLIC
IN AND FOR THE COMMONWEALTH OF
THE NORTHERN MARIANA ISLANDS
My Commission expires: 08/26/2007**

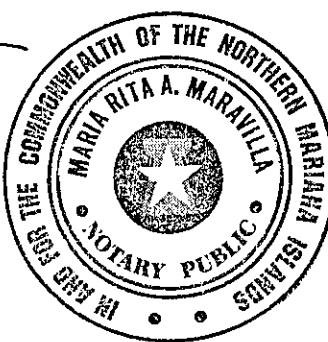


EXHIBIT A1

36	SPORTS
<p style="text-align: center;">IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF THE NORTHERN MARIANA ISLANDS</p> <p style="text-align: center;">ANGELITO TRUJILLO et al., Plaintiffs, vs. JOHN S. PANGELINIAN, et al., Defendants.</p> <p style="text-align: center;">CASE NO. CIV-97-0073</p> <p style="text-align: center;">NOTICE OF SALE</p> <p>NOTICE IS HEREBY GIVEN pursuant to the Court's Order of Sale of property issued by the Court in this matter on March 6, 2006, I, w/ 508, at 1:45PM, auction, to the highest bidder, on the terms and conditions set forth herein, all of the real, personal, and interests of Defendants in and to the following property: Lot 10, EA#10, 222, Jessieh in Pagasa, San Clemente, Commonwealth of Northern Mariana Islands, a tract of land not containing an area of 95.905 square meters, more or less, as more particularly described on Drawing/Cadastral Plat No. 2043/0, the original of which was registered with Land Registry on March 10, 1981, on the 20th day of September 1980.</p> <p>1) Date, Time, and Place of Sale: The sale will be held on Friday, July 20, 2006 at the Alexander Basa & Development Office, Alexander Beach Road, San Jose, at the hour of 10:00 a.m. The sale will be open to the general public.</p> <p>2) Description of Property: The property described above, is presently located at the former Horseshoe Nursery on the Cross Island road in Pagasa, Saipan, Northern Mariana Islands. It is the common property of the bidder to inspect the property. Failure to inspect the property in any portion thereof will not constitute ground for any claim, adjustment, or rescission by any bidder.</p> <p>3) Warranties and Covenants: All property listed for sale in the Notice is sold "AS IS" in its current condition and in its current location. The sale will be held without any warranties or covenants whatsoever, whether express or implied, including but not limited to warranties of title, merchantability, fitness for a particular purpose, or non-infringement, any of which are hereby disclaimed. Neither the undersigned nor the Plaintiff may give any warranty or covenant, express or implied, concerning the property to be sold in this Notice. Neither may be liable for nor the Plaintiff's sure to be liable for the quality of the property listed for sale in this Notice, or for any defect in the description thereof. Buyers shall be liable for any damage to the property without incurring any liability whatsoever therefrom, and (3) to reject, on behalf of the seller, any and/or all bids, for any reason.</p> <p>4) Conduct of Sale:</p> <p>(1) Reserve: The auction sale may be held with reserve. The reserve price or any advance bid may be increased or decreased by the undersigned or by the Plaintiff, in the sole discretion of the undersigned.</p> <p>(2) Rights and Duties of Auctioneer: Consistent with local laws, customs and practices of the Commonwealth of Northern Mariana Islands, governing auction sales, the undersigned, shall have the following rights and duties in conducting the auction sale: (1) to allow the Plaintiff to inspect the property listed for sale or before sale; or before a bid for such property is accepted; (2) to adjourn the sale without notice or anytime before the sale is adjourned, for any reason, without incurring any liability whatsoever therefrom; and (3) to reject, on behalf of the seller, any and/or all bids, for any reason.</p> <p>(3) Bids: Bids may be submitted in writing or orally, in the manner and form listed in the Notice. The highest of such bids will automatically be considered the opening bid for the item. Advance bids may be submitted only in writing signed by the Plaintiff and delivered to the Plaintiff's Office or Lillian Ada Terlito At: Plaza Drive, Chalan Krya, Saipan, MP 96950. (The bidder assumes all risk of non-delivery, loss, damage, or misappropriation of any advance bid.) The Plaintiff may accept any advance bid or reject any advance bid at his/her sole discretion. Any person at the auction sale, whether or not such person has submitted an advance bid, may bid on behalf of the Plaintiff.</p> <p>(4) Discrepancy: The Plaintiff may submit any property listed in the Notice if a dispute arises as to any bid thereon.</p> <p>5) Enforcement of Auction Sale:</p> <p>(1) Payment: The Plaintiff and Plaintiff's attorney shall pay to the undersigned a deposit of ten percent (10%) of the purchase price immediately after the sale is consummated. Payment shall be in cash or by certified check, drawn on a bank in the Commonwealth of the Northern Mariana Islands, in the name of Lillian Ada Terlito. Within three (3) days from the date of sale, in cash or by certified check, if the balance is not so paid, Plaintiff will retain the deposit as earnest money, and shall have the property for sale, and such property, until the Plaintiff is struck off at auction.</p> <p>(2) Memorandum of Sale: Immediately after the sale is consummated, the Plaintiff and Plaintiff's attorney shall sign a Memorandum of Sale. Immediately after the sale of any property is struck off at auction.</p> <p>(3) Court Approval Required: Every sale is subject to approval by the Court. The auctioneer makes no warranties or promises concerning the court's approval of any sale, including but not limited to the time in which such approval may be granted or denied. No delay in the granting of court approval shall be ground for any claim, adjustment, or rescission by any bidder.</p> <p>(4) Removal or Storage of Personal Property: If the Plaintiff or Plaintiff's attorney fails to pay (1) the balance due within three (3) days after the sale is struck off at auction, or (2) to remove any personal property purchased from the place of sale, after the expiration of the 24-hour period, the successful bidder shall be required to remove the personal property and shall be liable for all expenses of caring for and storing such property.</p> <p>(5) Change of Terms and Conditions: The undersigned and the Plaintiff reserve the right to change any of the terms listed by announcements, written or oral, made before the auction sale, or a the commencement thereof, and such change or changes, by virtue of this clause, shall be binding on all bidders by constructive notice.</p> <p>Date: May 15, 2006 Roy E. Alexander Auctioneer Tel. No. 234-5117</p>	

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EXHIBIT A2

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF THE NORTHERN MARIANA ISLANDSANGELITO TRINIDAD ET AL.
Plaintiffs
vs.
JOHN S. PANGELINAN, et al.
Defendants

CASE NO. CIV. 97-0073

NOTICE OF SALE

NOTICE IS HEREBY GIVEN, pursuant to the
Administrative Order, Granting Part of Execution
Issued by the Court of Appeals for the Northern
Mariana Islands on July 23, 2006, that on August 23, 2006,
I will sell, at public auction, to the highest
bidder, on the terms and conditions set forth
herein below, all of the right, title, and interests of
Defendants in and to the following property:

Lot No. EA4c, 222, situated in Papago, Saipan,
Commonwealth of the Northern Mariana Islands, containing an area of 29,008 square meters,
more or less, as more particularly described on
Drawing/Cadastral Plat No. 2043/80, the original
of which was registered with Land Registry
as Document No. 10761, on the 18th day of
September 1980.

1) **Date, Time, and Place of Sale:** This sale will be held on Friday, July 28, 2006 at the Alexander
Realty & Development office (Alexander Building
Beach Road, Saipan, CNMI) at the hour of 10:30 a.m.
The sale will be open to the general public.

2) **Property Described:** The property
described above is presently located at the
former Narsay Nursery on the Cross Island road
in Papago, Saipan, Northern Mariana Islands.

3) **Condition of Sale:** The property
described above is in its present condition,
as is. Failure to inspect the property or any
portion thereof will not constitute ground for any
claim, adjustment, or rescission by any buyer.

4) **Warranties and Covenants:** All property
described in the Notice will be sold in its
current condition, subject to current zoning.

The sale will be held without any warranties
or covenants whatsoever, whether express or
implied, including but not limited to warranties
of title, merchantability, fitness for any
purpose whatsoever, all of which are hereby
disclaimed. Neither the undersigned nor the Plaintiffs may
give any warranty or covenant, express or
implied, in connection with the property
sold in this Notice. Neither the undersigned nor
the Plaintiff shall be liable for the quality of the
property listed for sale in this Notice, or for any
defect in the description thereof. Buyers shall
look only to the seller for any legal action, and
not to the undersigned or the Plaintiff, for any
other remedy on account thereof.

4) **Conduct of Sale:**

(1) **Reserve:** The auction sale may be
held without reserve, or the undersigned may
set a minimum price for the property listed
in this Notice. The highest of such
bids will automatically be considered the
opening bid for this item. Advance bids
may be accepted by the undersigned or
by the bidder and delivered to the Law
Office of Lillian Ada Tenorio At-Plata Drive,
Chalan K'ya, Saipan MP 96950. The
bidders will be advised of the date, time,
place, delivery, or method of bidding by
the undersigned or the Plaintiff, including
the date and time of the auction sale, before
the sale. The bidder is advised that the
successful bidder is struck off, without
incurring any liability whatsoever, thereby
and (3) to reject, on behalf of the seller, any
and/or bids, for any reason.

(2) **Rights and Duties of Auctioneer:**
Pursuant to the Commonwealth of the
Northern Mariana Islands' governing
auction laws, the undersigned shall
have the following rights and duties in
conducting the auction: (1) to inspect
the property listed for sale in this Notice
before sale or before sale, or before a bid
for such property is accepted; (2) to adjourn
the sale; (3) to cancel the notice of sale
if the seller's property is struck off, without
incurring any liability whatsoever, thereby
and (3) to reject, on behalf of the seller, any
and/or bids, for any reason.

(3) **Advances:** The undersigned may
accept advance bids for the property
listed in this Notice. The highest of such
bids will automatically be considered the
opening bid for this item. Advance bids
may be accepted by the undersigned or
by the bidder and delivered to the Law
Office of Lillian Ada Tenorio At-Plata Drive,
Chalan K'ya, Saipan MP 96950. The
bidders will be advised of the date, time,
place, delivery, or method of bidding by
the undersigned or the Plaintiff, including
the date and time of the auction sale, before
the sale. The bidder is advised that the
successful bidder is struck off, without
incurring any liability whatsoever, thereby
and (3) to reject, on behalf of the seller, any
and/or bids, for any reason.

(4) **Disposition:** The undersigned may
submit and property listed in the Notice if a
dispute arises as to any bid thereon.

5) **Enforcement of Auction Sale:**

(a) **Deposit:** Every successful bidder
shall pay to the undersigned a deposit of
ten percent (10%) of the purchase price
prior to the date of sale. The deposit
payment shall be in cash or by certified
check. The balance must be paid to the
Plaintiffs, in care of Lillian A. Tenorio, within
three (3) days from the date of sale, in cash
or by certified check, if the deposit has
not been paid. Plaintiffs will retain the deposit as
liquidated damages, and will again offer the
property for sale.

(b) **Memorandum of Sale:** If requested
by the undersigned, every successful
bidder must sign a Memorandum of Sale,
immediately after the sale of any property,
is struck off, without

(c) **Court Approval Required:** Every sale
is subject to court approval. The
auctioneer makes no warranties or promises
with respect to court approval of the sale.
Including but not limited to the time in which
such approval may be granted or denied.
No delay in the grant or denial of court approval
shall be ground for any claim, adjustments
or rescission by any successful bidder. If
the court approves the sale, the successful
bidder shall pay the court approval fee
on the total bid price. If the court denies
the sale, the deposit shall be returned to the bidder without
interest.

(d) **Removal or Storage of Personal Property:**
The successful bidder shall have one (1)
working day after court approval of the sale
to remove any personal property purchased
from the date of sale. After the expiration
of this 24-hour period, the successful
bidder shall bear the entire risk of loss of
or damage to such property, and shall be
responsible for expenses of caring for and/or
storing such property.

(e) **Changes of Terms and Conditions:** The
undersigned and the Plaintiff reserve the
right to change any of the terms set forth by
the auctioneer without prior notice, made before
the auction sale. Any change in the terms set
forth, and such change or changes, by
virtue of the clause, shall be binding on all
bidders by constructive notice.

On July 18, 2006
Roy E. Alexander
Auctioneer
Tel. No. 224-5117

EXHIBIT A3

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF
THE NORTHERN MARSHAL ISLANDS**

NIGEL FIDU POKOAN ET AL. v. CASE NO. 94CV0073
Plaintiffs

v.
NOTICE OF SALE
John C. D'Amato, et al.
Defendants

NOTICE IS HEREBY GIVEN, pursuant to the American
Docket Control Act of 1985, issued by the Court in its
order on March 23, 2004, for sale at public auction, to the
highest bidder, on the terms and conditions set forth herein,
all of the right, title, and interest of Defendants
to the following property:

Lot No. EA No. 222, situated in Parago, Saipan,
Commonwealth of Northern Mariana Islands containing
an area of 0.5005 acres of land, and of lots, as more
particularly described in the Deed of Deed, recorded at the
201413, the property described and recorded with
Land Registry Office, American Business Bureau Road,
Saipan, at the date of 1978, on the 12th
day of September, 1980.

(1) Date, Time, and Place of Sale: The sale will be held
on Friday, July 28, 2006 at the American Party &
Entertainment Office, American Business Bureau Road,
Saipan, at the time of 10:30 a.m. The sale will be
open to the general public.

(2) Inspection of Property: The property described
above is privately located at the former Navy Annex
on the Coast Island Road in Parago, Saipan, Northern
Mariana Islands. It is the obligation of the bidder to
inspect the property. Failure to inspect the property or
any portion thereof will not constitute a ground for any
claim, exception, or defense, orally or written.

(3) Warranties and Covenants: All property listed for
sale in this Notice will be sold in its current condition,
and at its current location. The sale will be held without
any warranties or covenants whatsoever, whether
express or implied, including but not limited to
warranties of title, non-infringement, and fitness for
any particular purpose. All risks of loss or damage
to the property shall be borne by the bidder. The
seller is not responsible for any damage sustained
to the property caused by the Plaintiff, or any
other person, during the time the Plaintiff
possessed the property.

(4) Conduct of Sale:

(i) Reserve: The reserve price on any property listed for
sale may or may not be disclosed to bidders, in the sole
discretion of the undersigned.

(ii) Right and Duties of Auctioneer: Consistent with
the laws, customs, and usage of the Commonwealth of
the Northern Mariana Islands governing auctions,
the undersigned shall have the authority to bid and
decide in accordance with the following rules:

(a) Bidders shall be required to bid in increments
before a bidder before a bid for a particular property
is accepted. If a bidder bids the maximum bid for
their bid, any property is sold out, subject
to a ruling by the court. In the event of a tie, the
undersigned, or the Plaintiff, will decide the bid
by the bidding of the public, any and all of whom, for
any reason.

(b) Bids, bids may be withdrawn in advance in any or
all of the property listed in this Notice. The right of
such bids will not be affected by or construed as the bidding
bid for the item. A bidder may be withdrawn only by
written, signed by the bidder, and delivered to the Law
Office of Legal Aid Team, P.O. Box 111, Saipan,
Commonwealth of Northern Mariana Islands, or by
order of the court. In the event of a tie, the Plaintiff
will decide the bid by the bidding of the public, any and all of whom,
for any reason.

(c) Delays: The undersigned may or may not accept any
property listed in this Notice if it appears unfair or in
any event.

(d) Enforcement of Auction Sale:

(i) Deposit: Every successful bidder shall pay to the
undersigned a deposit of ten percent (10%) of the
final stated price immediately after the sale is
consummated. Payment shall be made in cash or by certified
check. The balance must be paid to the Plaintiff, in
case of Legal Aid, Terce, within three (3) days from the
date of sale, in cash or by certified check, if the balance
is not so paid. Plaintiff will retain the deposit as
liquidated damages, and will again bid the property
to the highest bidder.

(ii) Memorandum of Sale: It is expected by the undersigned,
every successful bidder, to sign a Memorandum of
Sale, immediately after the sale of any property is
consummated.

(3) Court Approval Required: Every sale is subject to
approval by the Court. The undersigned makes no
assurance to possess, with respect to court approval of
the sale, bidding, but bid listed in the form in which
such property may be posted or stated. The duty in
the giving of court approval shall be placed for any
claim, exception, or defense, orally or written,
by any bidder, or by any Plaintiff, or by any other
person, in the event of a tie, or in the event of a tie,
the undersigned, or the Plaintiff, will decide the bid
by the bidding of the public, any and all of whom,
for any reason.

(4) Disposition of Property: The
undersigned, or the Plaintiff, or by any other
person, in the event of a tie, or in the event of a tie,
the undersigned, or the Plaintiff, will decide the bid
by the bidding of the public, any and all of whom,
for any reason.

(5) Conditions of Sale and Conditions: The undersigned
and the Plaintiff reserve the right to change any of the
terms listed by announcement, written or oral, made
before the auction sale, at the commencement
thereof, and such change or changes, by virtue of the
afore, shall be binding on all bidders by consecutive
notice.

Date: May 12, 2006
John C. D'Amato
Plaintiff
1-4517

MONDAY, JULY 26, 2006 23

EXHIBIT A4

CLERK OF COURT
SU. CLERK OF COURT
RECEIPT

EXHIBIT B

28 JUL 20 8M 2:07

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF
THE NORTHERN MARIANA ISLANDSBY: *as*
DEPUTY CLERK OF COURT**ANGELITO TRINIDAD et al.,**) **CASE NO. CV-97-0073**) **Plaintiffs,**) **vs.**) **NOTICE OF SALE****JOHN S. PANGELINAN, et al.,**) **Defendants,**

)

NOTICE IS HEREBY GIVEN, pursuant to the Amended Order Granting Writ of Execution issued by the Court in this matter on March 8, 2006, I will sell, at public auction, to the highest bidder, on the terms and conditions set forth herein below, all of the right, title, and interests of Defendants in and to the following property:

Lot No. EA No. 222, situated in Papago, Saipan, Commonwealth of Northern Mariana Islands containing an area of 96,905 square meters, more or less, as more particularly described on Drawing/Cadastral Plat No. 2043/80, the original of which was registered with Land Registry as Document No. 10761, on the 18th day of September 1980.

- 1) **Date, Time, and Place of Sale:** The sale will be held on Friday, July 28, 2006 at the Alexander Realty & Development office, Alexander Building Beach Road, San Jose, at the hour of 10:30 a.m. The sale will be open to the general public.

- 2) **Inspection of Property:** The property described above is presently located at the former Narsay Nursery on the Cross Island road in Papago, Saipan, Northern Mariana Islands. It is the obligation of the bidder to inspect the property. Failure to inspect the property or any portion thereof will not constitute ground for any claim, adjustment, or rescission by any buyer.

3) **Warranties and Covenants:** All property listed for sale in this Notice will be sold in its current condition, and at its current location. The sale will be held without any warranties or covenants whatsoever, whether express or implied, including but not limited to warranties of title, merchantability, and/or fitness for any purpose whatsoever, all of which warranties and covenants are hereby expressly disclaimed. Neither the undersigned nor the Plaintiffs may give any warranty or covenant, express or implied, with respect to the property listed for sale in this Notice. Neither the undersigned nor the Plaintiff's shall be liable for the quality of the property listed for sale in this Notice, or for any defect in the description thereof. Buyers shall not be entitled to rescission, damages, or any other remedy on account thereof.

4) **Conduct of Sale:**

(1) **Reserve.** The auction sale may be held with reserve. The reserve price on any property offered for sale may or may not be disclosed to bidders, in the sole discretion of the undersigned.

(2) **Rights and Duties of Auctioneer.** Consistent with the laws, customs, and usages of the Commonwealth of the Northern Mariana Islands governing auction sales, the undersigned shall have the following rights and duties in conducting the auction sale: (1) to withdraw the property listed for sale in this Notice before sale or before sale or before a bid for such property is accepted; (2) to adjourn the sale without notice at any time before any specific property is struck off, without incurring any liability whatsoever thereby; and (3) to reject, on behalf of the seller, any and or all bids, for any reason.

(3) **Bids.** Bids may be submitted in advance for any or all of the property listed in this Notice. The highest of such bids will automatically be considered the opening bid for the item. Advance bids may be submitted only in writing, signed by the bidder, and delivered to the Law Office of Lillian Ada Tenorio at Plata Drive, Chalan Kiya, Saipan MP 96950. The bidder assumes all risk of non-delivery, late delivery, or mis-delivery of bids. Any person, including the Plaintiff, may bid in person at the auction sale, whether or not such person has submitted an advance bid.

(4) **Disputes.** The undersigned may re-submit any property listed in the Notice if a dispute arises as to any bid thereon.

5. Enforcement of Auction Sale.

a. **Deposit.** Every successful bidder shall pay to the undersigned a deposit of ten percent (10%) of the purchase price immediately after the sale is consummated. Payment shall be in cash or by certified check. The balance must be paid to the Plaintiffs, in care of Lillian A. Tenorio,

within three (3) days from the date of sale, in cash or by certified check. If the balance is not so paid, Plaintiffs will retain the deposit as liquidated damages, and will again offer the property for sale.

6. Memorandum of Sale. If requested by the undersigned, every successful bidder must sign a Memorandum of Sale, immediately after the sale of any property is struck off at auction.

7. Court Approval Required. Every sale is subject to approval by the Court. The auctioneer makes no warranties or promises with respect to court approval of the sale, including but not limited to the time in which such approval may be granted or denied. No delay in the granting of court approval shall be ground for any claim, adjustment, or rescissions by any successful bidder. The successful bidder will be promptly notified if and when court approval is granted or denied. If the court approves the sale, the successful bidder shall immediately pay any balance on the total bid price. If the court denies the sale, any deposit shall be returned to the bidder without interest.

8. Removal or Storage of Personal Property. The successful bidder shall have one (1) working day after court approval of the sale to remove any personal property purchased from the place of sale. After the expiration of this 24-hour period, the successful bidder shall bear the entire risk of loss of or damage to such property, and shall be liable for all expenses of caring for and/or storing such property.

9. Changes of Terms and Conditions: The undersigned and the Plaintiffs reserve the right to change any of the terms hereof by announcement, written or oral, made before the auction sale, or at the commencement thereof, and such change or changes, by virtue of this clause, shall be binding on all bidders by constructive notice.

Date: May 15, 2006



Roy E. Alexander
Auctioneer
Tel. No. 234-5117